

# Eastern States Radio Corporation

COLLEGE RADIO SERVICE DIVISION

P. O. BOX 1982  
COLUMBUS 16, OHIO  
WORTHINGTON 2-5277

July 1st, 1955

Radio Station WCSR  
10 $\frac{1}{2}$  Prospect Street  
Northampton, Massachusetts

Gentlemen:

We understand that you desire to be included in the so-called "Lucky Strike package program series" produced by us, upon the following terms and conditions:

1. You shall make available to us, during the term of this agreement, excluding your school's official vacation periods for sale by us to the sponsor hereinafter mentioned (a) two (2) fifteen-minute periods of broadcast time daily, six days a week, or, in the alternative, (b) two (2) fifteen-minute periods of broadcast time daily, five days a week, and a third fifteen-minute period of broadcast time, three days a week, but in no event less than a total of 312 such broadcast periods, the program content of which shall, from time to time, be supplied or prescribed by us. Should you be unable to broadcast one or more of the sponsored programs as scheduled, such program or programs shall be broadcast at a time suggested by you and approved by us. We reserve the right to terminate this agreement in the event that you are or become unable to schedule the sponsored programs at times acceptable to the sponsor.

2. The sponsor of all such broadcasts shall be the American Tobacco Company, and the product to be advertised on all such broadcasts shall be Lucky Strike cigarettes or such other of the sponsor's products as it shall designate. For each such fifteen-minute program sponsored by the American Tobacco Company the broadcast of which is certified to us by affidavit within twenty (20) days of the last day of the calendar month in which the broadcast took place, we agree to pay to you the sum of one and 92/100 Dollars (\$1.92 ) provided, however, that we shall not be obligated to pay for in excess of 312 such broadcast periods during the term of this agreement. You agree to hold us and only us liable for payment due you for such programs, and that you shall make no charge to the sponsor or to the sponsor's advertising agency for the use of such radio time.

3. In the event the American Tobacco Company does not elect, prior to September 1st, 1955, to purchase advertising time on your station through us, upon terms and conditions offered by us to the American Tobacco Company, and, prior to such date, we are unable to obtain a substitute sponsor approved in writing by you, or in the event that our contract with the American Tobacco Company or its advertising agency (or so much thereof as shall pertain to the purchase of advertising time on your station) under which such time is purchased shall expire or be terminated for any reason whatsoever prior to the expiration of this agreement, and, prior to such expiration or termination, we are unable to obtain a substitute sponsor approved in writing by you, this agreement shall automatically terminate at the same time and each of us shall be released from all obligations to the other hereunder. If, pursuant to the foregoing provisions, you shall







approve a substitute sponsor, this agreement shall be deemed amended by the substitution of its name for the name of the American Tobacco Company, wherever such name appears in this agreement, but all of the other terms, covenants and conditions of this agreement shall remain and continue in full force and effect.

4. Each of the sponsored broadcasts shall incorporate such commercial copy as the sponsor or its advertising agency or we shall prescribe, provided, however, that commercial copy shall be supplied to you at least three (3) days in advance of the time it is scheduled to be broadcast and provided also that such commercial copy conforms in all respects to the standards set by the National Association of Radio and Television Broadcasters.

5. You agree that no advertising of any kind, paid or otherwise, pertaining to products competitive with those advertised on the broadcasts sponsored by the American Tobacco Company, shall be aired during the thirty (30) minute periods immediately preceding and immediately following the sponsored broadcasts.

6. You agree to publicize the sponsored broadcasts (a) by broadcasting sustaining spot announcements with respect thereto over your facilities and (b) by making reasonable efforts to secure write-ups regarding such broadcasts in local and campus newspapers, magazines and other appropriate media.

7. You shall supply us promptly with such affidavits and notarized certificates with respect to the sponsored broadcasts and such survey data and other information as we or the sponsor or its advertising agency shall require.

8. Transcriptions of commercial matter and program content furnished to you by the sponsor or its advertising agency or by us shall remain the property of the supplier.

9. You agree to indemnify us, the sponsor, the sponsor's advertising agency if any, and the officers, agents and employees of us and of each of them, and to save all such parties harmless from and defend any and all claims, suits, and/or judgements, including fines, penalties, costs, expenses and legal fees based upon any alleged violation of the equitable or legal rights of any person, firm or corporation or upon any violation of law arising out of any of the programs covered by this agreement, with respect to anything contained in such programs other than copy specifically furnished for broadcast by the sponsor, his advertising agency, or by us.

10. This contract shall automatically be renewed for an additional term of one year immediately following the expiration hereof, unless, not less than thirty (30) days nor more than sixty (60) days prior to such expiration, one of us shall notify the other in writing of its intention not to renew.

11. This contract may be assigned by us to College Radio Corporation, an Ohio corporation with an office and place of business at 14 West 45th Street, New York 36, New York.

12. This letter constitutes and expresses our entire agreement, and all former agreements, promises and understandings relative thereto are herein merged. Any future changes, modifications or additions to the terms and conditions herein expressed must be in writing signed by the party to be charged.

13. This agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any term,







covenant or condition contained herein shall not terminate, invalidate or render unenforceable any of the other terms, covenants and conditions hereof.

If the foregoing correctly states your understanding of our agreement, please so signify by signing the enclosed copy of this letter beneath the words "Read and Approved" and returning the copy, so signed, to us.

Yours very truly,

EASTERN STATES RADIO CORPORATION  
(an Ohio corporation)

By Robert R. Vance, Jr.  
President

Read and Approved:

RADIO STATION WCSR

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)

Witness of the above signature:

\_\_\_\_\_  
\_\_\_\_\_  
(Faculty Advisor)

covenant or condition contained herein shall not terminate, invalidate or render unenforceable any of the other terms, covenants and conditions herein.

If the foregoing correctly states your understanding of our agreement, please so signify by signing the enclosed copy of this letter beneath the words "Read and Approved" and returning the copy, so signed, to us.

Yours very truly,

EASTERN STATES RADIO CORPORATION  
(an Ohio corporation)

By Robert E. Smith  
President

Read and Approved:

\_\_\_\_\_  
RADIO STATION  
By \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(title)

Witness of the above signature:

\_\_\_\_\_  
\_\_\_\_\_  
(Faculty Advisor)